

# Exhibit B

IN THE STATE COURT OF FULTON COUNTY  
 STATE OF GEORGIA

ZAREADAE V. ROBERTSON, as the next )  
 Best friend of CATHERINE ROBERTSON, )  
 a minor, and DEMARCUS JACKSON, a )  
 minor, )

Plaintiff, )

CIVIL ACTION NO.:  
 13EV016531F

NEALE P. FREEMAN, M.D. )  
 CHRISTOPHER D. MARINE, M.D.; )  
 CHARLES MATUZA, PA; )  
 SOUTHSIDE MEDICAL CENTER, INC.; )  
 TENET HEALTHSYSTEM, GB, INC. d/b/a )  
 ATLANTA MEDICAL CENTER; and )  
 PEDIATRIX MEDICAL GROUP OF )  
 GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
 And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

**ANSWER AND DEFENSES OF SOUTHSIDE MEDICAL CENTER, INC.**

COMES NOW, Southside Medical Center, Inc. (hereinafter "Southside Medical") and, having paid costs to open default pursuant to O.C.G.A. §9-11-55, files its Answer and Defenses to Plaintiff's Complaint for Medical Malpractice (the "Complaint") showing the Court as follows:

**FIRST DEFENSE**

This Court does not have subject matter jurisdiction over this matter.

**SECOND DEFENSE**

This Court does not have personal jurisdiction over Southside Medical.

**THIRD DEFENSE**

Venue in this Court is not proper.

**FOURTH DEFENSE**

By virtue of Southside Medical Center, Inc. being a federally supported health center, the claims raised by Plaintiff in the Complaint are governed by, and subject to, the provisions of the Federally Supported Health Centers Assistance Acts ("FSHCAA") and the Federal Tort Claims Act ("FTCA").

**FIFTH DEFENSE**

Pursuant to the FSHCAA, the FTCA and other applicable laws, Southside Medical is immune from liability for the claims raised in Plaintiff's Complaint.

**SIXTH DEFENSE**

Southside Medical is not a proper party to this lawsuit and should be dismissed as a matter of law.

**SEVENTH DEFENSE**

Plaintiff's Complaint is barred, and should be dismissed, as the result of her failure to follow the claim process under the FTCA.

**EIGHTH DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**NINTH DEFENSE**

Plaintiff does not have standing to maintain this action on behalf of one or both of the minors named in the Complaint.

**TENTH DEFENSE**

The Complaint must be dismissed because not all real parties in interest have been joined in the action.

**ELEVENTH DEFENSE**

To the extent the injuries and damages alleged in Plaintiff's Complaint have been or may have been directly or proximately caused by the negligence of another entity, person, or persons, or were the result of a separate event, Southside Medical cannot legally be held responsible for same.

**TWELFTH DEFENSE**

No act or omission on the part of Southside Medical or its employees/agents contributed to or caused any of the alleged injuries or damages claimed in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Southside Medical.

**THIRTEENTH DEFENSE**

Any care and treatment which was afforded to Catherine Robertson and/or Demarcus Jackson by Southside Medical or its professional employees at all times and in all respects, was and has been in accordance with the standard of care exercised by such professionals generally under like or similar circumstances. Any injuries suffered as alleged in the Complaint occurred not as a result of the negligence of Southside Medical or its professional employees, but was rather the result of matters beyond the ability of medicine or healthcare which is inherently an inexact science.

**FOURTEENTH DEFENSE**

No act or omission on the part of Southside Medical or its professional employees either contributed to or caused any of the alleged injuries or damages claimed by the Plaintiff in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Southside Medical in this case.

**FIFTEENTH DEFENSE**

Neither Southside Medical nor its professional employees breached any duty owed to Catherine Robertson or Demarcus Jackson.

**SIXTEENTH DEFENSE**

Southside Medical denies any ordinary or professional negligence in the medical or professional healthcare treatment rendered to Catherine Robertson and/or Demarcus Jackson.

**SEVENTEENTH DEFENSE**

At all times relevant hereto, the care and treatment of Catherine Robertson or Demarcus Jackson by Southside Medical or its professional employees met or exceeded the standard of care applicable to members of the medical/healthcare profession generally under the same or similar circumstances.

**EIGHTEENTH DEFENSE**

Southside Medical acknowledges that an Affidavit of Amos Grunebaum, MD and an Affidavit of Tammey Dickerson, RN, are attached to Plaintiff's Complaint. Southside Medical further states that no other affidavit of any other expert was attached to or on the Complaint served upon him. Through the course of discovery, if it is determined that the affidavits of Dr. Grunebaum and/or Ms. Dickerson fail to meet the requirements set forth under O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1 or otherwise demonstrate that Dr. Grunebaum and/or Ms. Dickerson are unqualified to testify against this Southside Medical, Plaintiff's case must be dismissed. Southside Medical reserves the right to file a motion to dismiss on the aforesaid grounds should the same be determined in discovery.

**NINETEENTH DEFENSE**

The injuries or damages claimed in the Complaint may have resulted, in whole or in part, from pre-existing or unrelated medical, genetic, or environmental conditions, diseases, illnesses or through natural causes with the result that Plaintiff is barred from recovery.

**TWENTIETH DEFENSE**

Southside Medical raises all affirmative defenses found in O.C.G.A. § 9-11-8(c) and O.C.G.A. § 9-11-12(b) if evidence in support of those defenses is obtained through discovery.

**TWENTY-FIRST DEFENSE**

For its Twenty-First Defense, Southside Medical answers the specific allegations of Plaintiff's Complaint as follows:

1.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff's Complaint and, therefore, said allegations stand denied.

2.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint and, therefore, said allegations stand denied.

3.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint and, therefore, said allegations stand denied.

4.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and, therefore, said allegations stand denied.

5.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and, therefore, said allegations stand denied.

6.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and, therefore, said allegations stand denied.

7.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and, therefore, said allegations stand denied.

8.

Southside Medical admits the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint and, therefore, said allegations stand denied.

10.

Southside Medical denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11.

Southside Medical admits that in February 2011, Dr. Freeman was an employee of Southside Medical. The remaining statements contained in Paragraph 11 are denied as are the assumptions upon which the statements are based.

12.

Southside Medical admits that in February 2011, Dr. Marine was an employee of Southside Medical. The remaining statements contained in Paragraph 12 are denied as are the assumptions upon which the statements are based.

13.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and, therefore, said allegations stand denied.

14.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and, therefore, said allegations stand denied.

15.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and, therefore, said allegations stand denied.

16.

Southside Medical denies the allegations contained in Paragraph 16 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint and the assumptions upon which they are based.

17.

Southside Medical denies the allegations contained in Paragraph 17 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 17 of Plaintiff's Complaint and the assumptions upon which they are based.

18.

Southside Medical denies the allegations contained in Paragraph 18 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and the assumptions upon which they are based.

19.

Southside Medical denies the allegations contained in Paragraph 19 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 19 of Plaintiff's Complaint and the assumptions upon which they are based.

20.

Southside Medical denies the allegations contained in Paragraph 20 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint and the assumptions upon which they are based.

21.

Southside Medical denies the allegations contained in Paragraph 21 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 21 of Plaintiff's Complaint and the assumptions upon which they are based.

22.

Southside Medical denies the allegations contained in Paragraph 22 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint and the assumptions upon which they are based.

23.

Southside Medical denies the allegations contained in Paragraph 23 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 23 of Plaintiff's Complaint and the assumptions upon which they are based.

24.

Southside Medical denies the allegations contained in Paragraph 24 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 24 of Plaintiff's Complaint and the assumptions upon which they are based.

25.

Southside Medical denies the allegations contained in Paragraph 25 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 25 of Plaintiff's Complaint and the assumptions upon which they are based.

26.

Southside Medical denies the allegations contained in Paragraph 26 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 26 of Plaintiff's Complaint and the assumptions upon which they are based.

27.

Southside Medical denies the allegations contained in Paragraph 27 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 27 of Plaintiff's Complaint and the assumptions upon which they are based.

28.

Southside Medical denies the allegations contained in Paragraph 28 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 28 of Plaintiff's Complaint and the assumptions upon which they are based.

29.

Southside Medical denies the allegations contained in Paragraph 29 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 29 of Plaintiff's Complaint and the assumptions upon which they are based.

30.

Southside Medical denies the allegations contained in Paragraph 30 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 30 of Plaintiff's Complaint and the assumptions upon which they are based.

31.

Southside Medical denies the allegations contained in Paragraph 31 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint and the assumptions upon which they are based.

32.

Southside Medical denies the allegations contained in Paragraph 32 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 32 of Plaintiff's Complaint and the assumptions upon which they are based.

33.

Southside Medical denies the allegations contained in Paragraph 33 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint and the assumptions upon which they are based.

34.

Southside Medical denies the allegations contained in Paragraph 34 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 34 of Plaintiff's Complaint and the assumptions upon which they are based.

35.

Southside Medical denies the allegations contained in Paragraph 35 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 35 of Plaintiff's Complaint and the assumptions upon which they are based.

36.

Southside Medical denies the allegations contained in Paragraph 36 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 36 of Plaintiff's Complaint and the assumptions upon which they are based.

37.

Southside Medical denies the allegations contained in Paragraph 37 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 37 of Plaintiff's Complaint and the assumptions upon which they are based.

38.

Southside Medical denies the allegations contained in Paragraph 38 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Southside Medical denies the remaining allegations contained in Paragraph 38 of Plaintiff's Complaint and the assumptions upon which they are based. .

39.

Southside Medical is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint and, therefore, said allegations stand denied. Southside Medical further denies that it is liable to Plaintiff under any theory of recovery.

40.

Southside Medical denies the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41.

Southside Medical denies the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42.

Southside Medical denies the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43.

Southside Medical denies the allegations contained in Paragraph 43 of Plaintiff's Complaint.

44.

Southside Medical admits an affidavit of a Amos Grunebaum, MD is attached to Plaintiff's Complaint as Exhibit "A". Southside Medical denies that the Affidavit of Amos Grunebaum, MD meets the requirements of O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1. Southside Medical denies the remaining allegations contained in Paragraph 44 of Plaintiff's Complaint and further denies liability for any of the injuries or damages alleged in Plaintiff's Complaint.

45.

Southside Medical admits an affidavit of a Tammy Dickerson, RN is attached to Plaintiff's Complaint as Exhibit "B". Southside Medical denies that the Affidavit of Tammy Dickerson, RN meets the requirements of O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1. Southside Medical denies the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint and further denies liability for any of the injuries or damages alleged in Plaintiff's Complaint.

46.

Southside Medical denies the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47.

In response to the allegations contained in Paragraph 47 of Plaintiff's Complaint Southside Medical denies Plaintiff is entitled to judgment against him in any amount.

48.

Any allegation contained in Plaintiff's Complaint that is not specifically and expressly admitted in this Answer is denied.

WHEREFORE, having made its answer and raised defenses to Plaintiff's Complaint, Southside Medical hereby requests judgment in its favor, that it be dismissed from this civil action, and for such other relief as this Court deems justice to demand.

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

JERALD R. HANKS

Georgia State Bar No. 323470

*Attorneys for Defendant*

*Southside Medical Center, Inc.*

Two Securities Centre  
3500 Piedmont Road NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next  
Best friend of CATHERINE ROBERTSON,  
a minor, and DEMARCUS JACKSON, a  
minor,

Plaintiff,

NEALE P. FREEMAN, M.D.  
CHRISTOPHER D. MARINE, M.D.;  
CHARLES MATUZA, PA;  
SOUTHSIDE MEDICAL CENTER, INC.;  
TENET HEALTHSYSTEM, GB, INC. d/b/a  
ATLANTA MEDICAL CENTER; and  
PEDIATRIX MEDICAL GROUP OF  
GEORGIA, P.C.; JOHN DOES NOS. 1-5;  
And XYZ CORPORATIONS NOS. 1-5;

Defendants.

CIVIL ACTION NO.:  
13EV016531F

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this day served a copy of the ANSWER AND  
DEFENSES OF SOUTHSIDE MEDICAL CENTER, INC. via electronic filing with LEXIS  
NEXIS to the following:

Edward Flynn, III.  
Flynn and Gottlieb, P.A.  
800 Johnson Ferry Road  
Atlanta, Georgia 30342

Moses Kim  
Insley & Race, LLC  
The Mayfair Royal  
181 14<sup>th</sup> Street, N.E., Suite 200  
Atlanta, Georgia 30309

John E. Hall, Jr.  
T. Andrew Graham  
Hall Booth Smith, P.C.  
191 Peachtree Street, N.E., Suite 2900  
Atlanta, Georgia 30303

Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200 Atlanta,  
Georgia 30328

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

*Attorney for Defendant*

*Southside Medical Center, Inc.*

Two Securities Centre  
3500 Piedmont Road NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

\*\*\* EFILED \*\*\*

File & ServeXpress

Transaction ID: 49984308

Date: Mar 07 2013 05:19PM

Cicely Barber, Clerk

Civil Division

IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

CIVIL ACTION NO.:

13EV016531F

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
TENET HEALTHSYSTEM, GB, INC. d/b/a )  
ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

**ANSWER AND DEFENSES OF CHRISTOPHER D. MARINE, M.D.**

COMES NOW, Defendant Christopher D. Marine, M.D. (hereinafter "Dr. Marine") and, having paid costs to open default pursuant to O.C.G.A. §9-11-55, files his Answer and Defenses to Plaintiff's Complaint for Medical Malpractice (the "Complaint") showing the Court as follows:

**FIRST DEFENSE**

This Court does not have subject matter jurisdiction over this matter.

**SECOND DEFENSE**

This Court does not have personal jurisdiction over Dr. Marine.

**THIRD DEFENSE**

Venue in this Court is not proper.

**FOURTH DEFENSE**

By virtue of Dr. Marine's employer, Southside Medical Center, Inc., being a federally supported health center, the claims raised by Plaintiff in the Complaint are governed by, and subject to, the provisions of the Federally Supported Health Centers Assistance Acts ("FSHCAA") and the Federal Tort Claims Act ("FTCA").

**FIFTH DEFENSE**

Pursuant to the FSHCAA, the FTCA and other applicable laws, Dr. Marine is immune from personal liability for the claims raised in Plaintiff's Complaint.

**SIXTH DEFENSE**

Dr. Marine is not a proper party to this lawsuit and should be dismissed as a matter of law.

**SEVENTH DEFENSE**

Plaintiff's Complaint is barred, and should be dismissed, as the result of her failure to follow the claim process under the FTCA.

**EIGHTH DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**NINTH DEFENSE**

Plaintiff does not have standing to maintain this action on behalf of one or both of the minors named in the Complaint.

**TENTH DEFENSE**

The Complaint must be dismissed because not all real parties in interest have been joined in the action.

**ELEVENTH DEFENSE**

To the extent the injuries and damages alleged in Plaintiff's Complaint have been or may have been directly or proximately caused by the negligence of another entity, person, or persons, or were the result of a separate event, Dr. Marine cannot legally be held responsible for same.

**TWELFTH DEFENSE**

No act or omission on the part of Dr. Marine contributed to or caused any of the alleged injuries or damages claimed in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Dr. Marine.

**THIRTEENTH DEFENSE**

Any care and treatment which was afforded to Catherine Robertson and/or Demarcus Jackson by Dr. Marine at all times and in all respects, was and has been in accordance with the standard of care exercised by such professionals generally under like or similar circumstances. Any injuries suffered as alleged in the Complaint occurred not as a result of the negligence of Dr. Marine, but was rather the result of matters beyond the ability of medicine or healthcare which is inherently an inexact science.

**FOURTEENTH DEFENSE**

No act or omission on the part of Dr. Marine either contributed to or caused any of the alleged injuries or damages claimed by the Plaintiff in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Dr. Marine in this case.

**FIFTEENTH DEFENSE**

Dr. Marine did not breach any duty owed to Catherine Robertson or Demarcus Jackson.

**SIXTEENTH DEFENSE**

Dr. Marine denies any ordinary or professional negligence in the medical or professional healthcare treatment rendered to Catherine Robertson and/or Demarcus Jackson.

**SEVENTEENTH DEFENSE**

At all times relevant hereto, the care and treatment of Catherine Robertson or Demarcus Jackson by Dr. Marine met or exceeded the standard of care applicable to members of the medical/healthcare profession generally under the same or similar circumstances.

**EIGHTEENTH DEFENSE**

Dr. Marine acknowledges that an Affidavit of Amos Grunebaum, MD and an Affidavit of Tammey Dickerson, RN, are attached to Plaintiff's Complaint. Dr. Marine further states that no other affidavit of any other expert was attached to or on the Complaint served upon him. Through the course of discovery, if it is determined that the affidavits of Dr. Grunebaum and/or Ms. Dickerson fail to meet the requirements set forth under O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1 or otherwise demonstrate that Dr. Grunebaum and/or Ms. Dickerson are unqualified to testify against this Dr. Marine, Plaintiff's case must be dismissed. Dr. Marine reserves the right to file a motion to dismiss on the aforesaid grounds should the same be determined in discovery.

**NINETEENTH DEFENSE**

The injuries or damages claimed in the Complaint may have resulted, in whole or in part, from pre-existing or unrelated medical, genetic, or environmental conditions, diseases, illnesses or through natural causes with the result that Plaintiff is barred from recovery.

**TWENTIETH DEFENSE**

Dr. Marine raises all affirmative defenses found in O.C.G.A. § 9-11-8(c) and O.C.G.A. § 9-11-12(b) if evidence in support of those defenses is obtained through discovery.

**TWENTY-FIRST DEFENSE**

For his Twenty-First Defense, Dr. Marine answers the specific allegations of Plaintiff's Complaint as follows:

1.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff's Complaint and, therefore, said allegations stand denied.

2.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint and, therefore, said allegations stand denied.

3.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint and, therefore, said allegations stand denied.

4.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint and, therefore, said allegations stand denied.

5.

Dr. Marine states that he is a resident of Fulton County and that the address listed in Paragraph 5 of Plaintiff's Complaint is a location where he may be served. The remaining statements contained in Paragraph 5 of Plaintiff's Complaint are denied as are the assumptions upon which they are based.

6.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and, therefore, said allegations stand denied.

7.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and, therefore, said allegations stand denied.

8.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's Complaint and, therefore, said allegations stand denied.

9.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint and, therefore, said allegations stand denied.

10.

Dr. Marine denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of Plaintiff's Complaint and, therefore, said allegations stand denied.

12.

Dr. Marine admits that in February 2011, he was an employee of Southside Medical Center. The remaining statements contained in Paragraph 12 are denied as are the assumptions upon which the statements are based.

13.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and, therefore, said allegations stand denied.

14.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and, therefore, said allegations stand denied.

15.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and, therefore, said allegations stand denied.

16.

Dr. Marine denies the allegations contained in Paragraph 16 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent,

or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint and the assumptions upon which they are based.

17.

Dr. Marine denies the allegations contained in Paragraph 17 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 17 of Plaintiff's Complaint and the assumptions upon which they are based.

18.

Dr. Marine denies the allegations contained in Paragraph 18 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and the assumptions upon which they are based.

19.

Dr. Marine denies the allegations contained in Paragraph 19 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations

contained in Paragraph 19 of Plaintiff's Complaint and the assumptions upon which they are based.

20.

Dr. Marine denies the allegations contained in Paragraph 20 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint and the assumptions upon which they are based.

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Dr. Marine denies the allegations contained in Paragraph 25 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 25 of Plaintiff's Complaint and the assumptions upon which they are based.

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Dr. Marine denies the allegations contained in Paragraph 26 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Marine denies the remaining allegations contained in Paragraph 26 of Plaintiff's Complaint and the assumptions upon which they are based.

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39.

Dr. Marine is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint and, therefore, said allegations stand denied. Dr. Marine further denies that it is liable to Plaintiff under any theory of recovery.

40.

Dr. Marine denies the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41.

Dr. Marine denies the allegations contained in Paragraph 41 of Plaintiff's Complaint.

42.

Dr. Marine denies the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43.

Dr. Marine denies the allegations contained in Paragraph 43 of Plaintiff's Complaint.

44.

Dr. Marine admits an affidavit of a Amos Grunebaum, MD is attached to Plaintiff's Complaint as Exhibit "A". Dr. Marine denies that the Affidavit of Amos Grunebaum, MD meets

the requirements of O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1. Dr. Marine denies the remaining allegations contained in Paragraph 44 of Plaintiff's Complaint and further denies liability for any of the injuries or damages alleged in Plaintiff's Complaint.

45.

Dr. Marine admits an affidavit of a Tammy Dickerson, RN is attached to Plaintiff's Complaint as Exhibit "B". Dr. Marine denies that the Affidavit of Tammy Dickerson, RN meets the requirements of O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1. Dr. Marine denies the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint and further denies liability for any of the injuries or damages alleged in Plaintiff's Complaint.

46.

Dr. Marine denies the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47.

In response to the allegations contained in Paragraph 47 of Plaintiff's Complaint Dr. Marine denies Plaintiff is entitled to judgment against him in any amount.

48.

Any allegation contained in Plaintiff's Complaint that is not specifically and expressly admitted in this Answer is denied.

WHEREFORE, having made his answer and raised defenses to Plaintiff's Complaint, Dr. Marine hereby requests judgment in his favor, that he be dismissed from this civil action, and for such other relief as this Court deems justice to demand.

This 7<sup>th</sup> day of March, 2013.

**{Signature on Following Page.}**

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

JERALD R. HANKS

Georgia State Bar No. 323470

*Attorneys for Defendant*

*Christopher D. Marine, M.D.*

Two Securities Centre  
3500 Piedmont Road NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next	)	
Best friend of CATHERINE ROBERTSON,	)	
a minor, and DEMARCUS JACKSON, a	)	
minor,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.:
	)	13EV016531F
NEALE P. FREEMAN, M.D.	)	
CHRISTOPHER D. MARINE, M.D.;	)	
CHARLES MATUZA, PA;	)	
SOUTHSIDE MEDICAL CENTER, INC.;	)	
TENET HEALTHSYSTEM, GB, INC. d/b/a	)	
ATLANTA MEDICAL CENTER; and	)	
PEDIATRIX MEDICAL GROUP OF	)	
GEORGIA, P.C.; JOHN DOES NOS. 1-5;	)	
And XYZ CORPORATIONS NOS. 1-5;	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this day served a copy of the ANSWER AND DEFENSES OF CHRISTOPHER D. MARINE, M.D. via electronic filing with LEXIS NEXIS to the following:

Edward Flynn, III.  
Flynn and Gottlieb, P.A.  
800 Johnson Ferry Road  
Atlanta, Georgia 30342

John E. Hall, Jr.  
T. Andrew Graham  
Hall Booth Smith, P.C.  
191 Peachtree Street, N.E., Suite 2900  
Atlanta, Georgia 30303

Moses Kim  
Insley & Race, LLC  
The Mayfair Royal  
181 14<sup>th</sup> Street, N.E., Suite 200  
Atlanta, Georgia 30309

Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200Atlanta,  
Georgia 30328

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

*Attorney for Defendant*

*Christopher D. Marine, M.D.*

Two Securities Centre  
3500 Piedmont Road NE  
Suite 320  
Atlanta, Georgia 30305  
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404-892-8180 (F)

\*\*\*EFILED\*\*\*

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Date: Mar 07 2013 04:55PM

Cicely Barber, Clerk

Civil Division

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

CIVIL ACTION NO.:

13EV016531F

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
TENET HEALTHSYSTEM, GB, INC. d/b/a )  
ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

**ANSWER AND DEFENSES OF NEALE P. FREEMAN, M.D.**

COMES NOW, Defendant Neale P. Freeman, M.D. (hereinafter "Dr. Freeman") and, having paid costs to open default pursuant to O.C.G.A. §9-11-55, files his Answer and Defenses to Plaintiff's Complaint for Medical Malpractice (the "Complaint") showing the Court as follows:

**FIRST DEFENSE**

This Court does not have subject matter jurisdiction over this matter.

**SECOND DEFENSE**

This Court does not have personal jurisdiction over Dr. Freeman.

**THIRD DEFENSE**

Venue in this Court is not proper.

**FOURTH DEFENSE**

By virtue of Dr. Freeman's employer, Southside Medical Center, Inc., being a federally supported health center, the claims raised by Plaintiff in the Complaint are governed by, and subject to, the provisions of the Federally Supported Health Centers Assistance Acts ("FSHCAA") and the Federal Tort Claims Act ("FTCA").

**FIFTH DEFENSE**

Pursuant to the FSHCAA, the FTCA and other applicable laws, Dr. Freeman is immune from personal liability for the claims raised in Plaintiff's Complaint.

**SIXTH DEFENSE**

Dr. Freeman is not a proper party to this lawsuit and should be dismissed as a matter of law.

**SEVENTH DEFENSE**

Plaintiff's Complaint is barred, and should be dismissed, as the result of her failure to follow the claim process under the FTCA.

**EIGHTH DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**NINTH DEFENSE**

Plaintiff does not have standing to maintain this action on behalf of one or both of the minors named in the Complaint.

**TENTH DEFENSE**

The Complaint must be dismissed because not all real parties in interest have been joined in the action.

**ELEVENTH DEFENSE**

To the extent the injuries and damages alleged in Plaintiff's Complaint have been or may have been directly or proximately caused by the negligence of another entity, person, or persons, or were the result of a separate event, Dr. Freeman cannot legally be held responsible for same.

**TWELFTH DEFENSE**

No act or omission on the part of Dr. Freeman contributed to or caused any of the alleged injuries or damages claimed in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Dr. Freeman.

**THIRTEENTH DEFENSE**

Any care and treatment which was afforded to Catherine Robertson and/or Demarcus Jackson by Dr. Freeman at all times and in all respects, was and has been in accordance with the standard of care exercised by such professionals generally under like or similar circumstances. Any injuries suffered as alleged in the Complaint occurred not as a result of the negligence of Dr. Freeman, but was rather the result of matters beyond the ability of medicine or healthcare which is inherently an inexact science.

**FOURTEENTH DEFENSE**

No act or omission on the part of Dr. Freeman either contributed to or caused any of the alleged injuries or damages claimed by the Plaintiff in the Complaint with the result that Plaintiff is not entitled to recover anything whatsoever from Dr. Freeman in this case.

**FIFTEENTH DEFENSE**

Dr. Freeman did not breach any duty owed to Catherine Robertson or Demarcus Jackson.

**SIXTEENTH DEFENSE**

Dr. Freeman denies any ordinary or professional negligence in the medical or professional healthcare treatment rendered to Catherine Robertson and/or Demarcus Jackson.

**SEVENTEENTH DEFENSE**

At all times relevant hereto, the care and treatment of Catherine Robertson or Demarcus Jackson by Dr. Freeman met or exceeded the standard of care applicable to members of the medical/healthcare profession generally under the same or similar circumstances.

**EIGHTEENTH DEFENSE**

Dr. Freeman acknowledges that an Affidavit of Amos Grunebaum, MD and an Affidavit of Tammy Dickerson, RN, are attached to Plaintiff's Complaint. Dr. Freeman further states that no other affidavit of any other expert was attached to or on the Complaint served upon him. Through the course of discovery, if it is determined that the affidavits of Dr. Grunebaum and/or Ms. Dickerson fail to meet the requirements set forth under O.C.G.A. § 9-11-9.1 and/or O.C.G.A. § 24-9-67.1 or otherwise demonstrate that Dr. Grunebaum and/or Ms. Dickerson are unqualified to testify against this Dr. Freeman, Plaintiff's case must be dismissed. Dr. Freeman reserves the right to file a motion to dismiss on the aforesaid grounds should the same be determined in discovery.

**NINETEENTH DEFENSE**

The injuries or damages claimed in the Complaint may have resulted, in whole or in part, from pre-existing or unrelated medical, genetic, or environmental conditions, diseases, illnesses or through natural causes with the result that Plaintiff is barred from recovery.

**TWENTIETH DEFENSE**

Dr. Freeman raises all affirmative defenses found in O.C.G.A. § 9-11-8(c) and O.C.G.A. § 9-11-12(b) if evidence in support of those defenses is obtained through discovery.

**TWENTY-FIRST DEFENSE**

For his Twenty-First Defense, Dr. Freeman answers the specific allegations of Plaintiff's Complaint as follows:

1.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff's Complaint and, therefore, said allegations stand denied.

2.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint and, therefore, said allegations stand denied.

3.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint and, therefore, said allegations stand denied.

4.

Dr. Freeman states that he is a resident of Fulton County and that the address listed in Paragraph 4 of Plaintiff's Complaint is a location where he may be served. The remaining statements contained in Paragraph 4 of Plaintiff's Complaint are denied as are the assumptions upon which they are based.

5.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint and, therefore, said allegations stand denied.

6.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint and, therefore, said allegations stand denied.

7.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Complaint and, therefore, said allegations stand denied.

8.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's Complaint and, therefore, said allegations stand denied.

9.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of Plaintiff's Complaint and, therefore, said allegations stand denied.

10.

Dr. Freeman denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11.

Dr. Freeman admits that in February 2011, he was an employee of Southside Medical Center. The remaining statements contained in Paragraph 11 are denied as are the assumptions upon which the statements are based.

12.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint and, therefore, said allegations stand denied.

13.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint and, therefore, said allegations stand denied.

14.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint and, therefore, said allegations stand denied.

15.

Dr. Freeman is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint and, therefore, said allegations stand denied.

16.

Dr. Freeman denies the allegations contained in Paragraph 16 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent,

or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Freeman denies the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint and the assumptions upon which they are based.

17.

Dr. Freeman denies the allegations contained in Paragraph 17 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Freeman denies the remaining allegations contained in Paragraph 17 of Plaintiff's Complaint and the assumptions upon which they are based.

18.

Dr. Freeman denies the allegations contained in Paragraph 18 of Plaintiff's Complaint to the extent said allegations contain incomplete or erroneous facts, and/or misstate, misrepresent, or are inconsistent with the contents of the medical records related to the treatment and care of Catherine Robertson and/or Demarcus Jackson. Dr. Freeman denies the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and the assumptions upon which they are based.

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WHEREFORE, having made his answer and raised defenses to Plaintiff's Complaint, Dr. Freeman hereby requests judgment in his favor, that he be dismissed from this civil action, and for such other relief as this Court deems justice to demand.

**{Signature on Following Page.}**

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

JERALD R. HANKS

Georgia State Bar No. 323470

*Attorneys for Defendant*

*Neale P. Freeman, MD*

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**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next	)	
Best friend of CATHERINE ROBERTSON,	)	
a minor, and DEMARCUS JACKSON, a	)	
minor,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.:
	)	13EV016531F
NEALE P. FREEMAN, M.D.	)	
CHRISTOPHER D. MARINE, M.D.;	)	
CHARLES MATUZA, PA;	)	
SOUTHSIDE MEDICAL CENTER, INC.;	)	
TENET HEALTHSYSTEM, GB, INC. d/b/a	)	
ATLANTA MEDICAL CENTER; and	)	
PEDIATRIX MEDICAL GROUP OF	)	
GEORGIA, P.C.; JOHN DOES NOS. 1-5;	)	
And XYZ CORPORATIONS NOS. 1-5;	)	
	)	
Defendants.	)	

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have this day served a copy of the ANSWER AND DEFENSES OF NEALE P. FREEMAN, M.D. via electronic filing with LEXIS NEXIS to the following:

Edward Flynn, III.  
Flynn and Gottlieb, P.A.  
800 Johnson Ferry Road  
Atlanta, Georgia 30342

John E. Hall, Jr.  
T. Andrew Graham  
Hall Booth Smith, P.C.  
191 Peachtree Street, N.E., Suite 2900  
Atlanta, Georgia 30303

Moses Kim  
Insley & Race, LLC  
The Mayfair Royal  
181 14<sup>th</sup> Street, N.E., Suite 200  
Atlanta, Georgia 30309

Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200Atlanta,  
Georgia 30328

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**

/s/ Craig A. Brookes

CRAIG A. BROOKES

Georgia State Bar No. 084476

*Attorney for Defendant*

*Neale P. Freeman, M.D.*

Two Securities Centre  
3500 Piedmont Road NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

\*\*\***FILED**\*\*\*

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Transaction ID: 49983982

Date: Mar 07 2013 05:14PM

Cicely Barber, Clerk

Civil Division

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

CIVIL ACTION NO.:  
13EV016531F

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
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ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

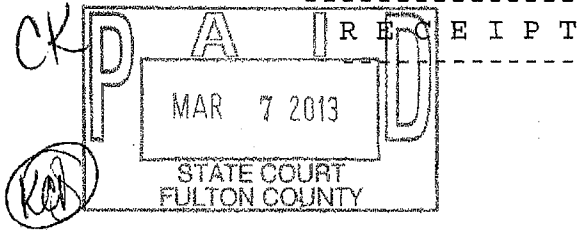
**CERTIFICATION OF PAYMENT OF COSTS ASSOCIATED WITH THE  
OPENING OF DEFAULT**

This will certify that SOUTHSIDE MEDICAL CENTER, INC., Defendant in the above-styled civil action, pursuant to O.C.G.A. § 9-11-55, has paid court costs in connection with the above-captioned case in the amount of \$362.50, and that said payment is payment of costs in full being hereby acknowledged on this 7<sup>th</sup> day of March, 2013.

  
Fulton State Court Clerk

Page: 1

D U P L I C A T E



ACS Banner for Fulton County

Receipt Number: TCJT1321742

Date: 07-MAR-2013

Cashier: JESSICA\_MCTURE

Payor: CRAIG A BROOKES

Address: 3500 PIEDMONT RD  
# 3200  
ATLANTA, GA 30305

Violation/Docket	Description	Amount
COURT COST	STATE COURT COST	362.50
	ST CT CASH13EV016531F	-362.50
Total Fees:		362.50
Total Payment:		362.50

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next  
Best friend of CATHERINE ROBERTSON,  
a minor, and DEMARCUS JACKSON, a  
minor,

Plaintiff,

NEALE P. FREEMAN, M.D.  
CHRISTOPHER D. MARINE, M.D.;  
CHARLES MATUZA, PA;  
SOUTHSIDE MEDICAL CENTER, INC.;  
TENET HEALTHSYSTEM, GB, INC. d/b/a  
ATLANTA MEDICAL CENTER; and  
PEDIATRIX MEDICAL GROUP OF  
GEORGIA, P.C.; JOHN DOES NOs. 1-5;  
And XYZ CORPORATIONS NOs. 1-5;

Defendants.

CIVIL ACTION NO.:  
13EV016531F

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that I have this day served a copy of the CERTIFICATION OF  
PAYMENT OF COSTS ASSOCIATED WITH THE OPENING OF DEFAULT via electronic  
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Edward Flynn, III.  
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Moses Kim  
Insley & Race, LLC  
The Mayfair Royal  
181 14<sup>th</sup> Street, N.E., Suite 200  
Atlanta, Georgia 30309

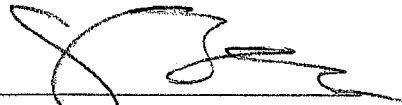
Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200  
Atlanta, Georgia 30328

**{Signature on Following Page.}**

This 2<sup>nd</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**



CRAIG A. BROOKES

Georgia State Bar No. 084476

*Attorney for Defendants*

*Neale P. Freeman, M.D., Christopher D.  
Marine, M.D., and Southside Medical  
Center, Inc.*

Two Securities Centre  
3500 Piedmont Road, NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

IN THE STATE COURT OF FULTON COUNTY  
 STATE OF GEORGIA

ZAREADAE V. ROBERTSON, as the next  
 Best friend of CATHERINE ROBERTSON,  
 a minor, and DEMARCUS JACKSON, a  
 minor,

Plaintiff,


CIVIL ACTION NO.:  
 13EV016531F

NEALE P. FREEMAN, M.D.  
 CHRISTOPHER D. MARINE, M.D.;  
 CHARLES MATUZA, PA;  
 SOUTHSIDE MEDICAL CENTER, INC.;  
 TENET HEALTHSYSTEM, GB, INC. d/b/a  
 ATLANTA MEDICAL CENTER; and  
 PEDIATRIX MEDICAL GROUP OF  
 GEORGIA, P.C.; JOHN DOES NOs. 1-5;  
 And XYZ CORPORATIONS NOs. 1-5;

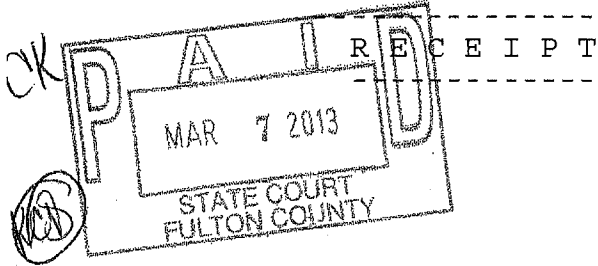
Defendants.

**CERTIFICATION OF PAYMENT OF COSTS ASSOCIATED WITH THE  
 OPENING OF DEFAULT**

This will certify that CHRISTOPHER D. MARINE, M.D. , Defendant in the above-  
 styled civil action, pursuant to O.C.G.A. § 9-11-55, has paid court costs in connection with the  
 above-captioned case in the amount of \$362.50, and that said payment is payment of costs in full  
 being hereby acknowledged on this 7<sup>th</sup> day of March, 2013.

  
 Fulton State Court Clerk

DUPLICATE



ACS Banner for Fulton County

Receipt Number: TCJT1321742

Date: 07-MAR-2013

Cashier: JESSICA\_MCTURE

Payor: CRAIG A BROOKES

Address: 3500 PIEDMONT RD  
# 3200  
ATLANTA, GA 30305

Violation/Docket	Description	Amount
COURT COST	STATE COURT COST	362.50
	ST CT CASH13EV016531F	-362.50
Total Fees:		362.50
Total Payment:		362.50

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next  
Best friend of CATHERINE ROBERTSON,  
a minor, and DEMARCUS JACKSON, a  
minor,

Plaintiff,

NEALE P. FREEMAN, M.D.  
CHRISTOPHER D. MARINE, M.D.;  
CHARLES MATUZA, PA;  
SOUTHSIDE MEDICAL CENTER, INC.;  
TENET HEALTHSYSTEM, GB, INC. d/b/a  
ATLANTA MEDICAL CENTER; and  
PEDIATRIX MEDICAL GROUP OF  
GEORGIA, P.C.; JOHN DOES NOs. 1-5;  
And XYZ CORPORATIONS NOs. 1-5;

Defendants.

CIVIL ACTION NO.:  
13EV016531F

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that I have this day served a copy of the CERTIFICATION OF  
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Edward Flynn, III.  
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Atlanta, Georgia 30309

Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200  
Atlanta, Georgia 30328

{Signature on Following Page.}

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**



**CRAIG A. BROOKES**

Georgia State Bar No. 084476

*Attorney for Defendants*

*Neale P. Freeman, M.D., Christopher D.  
Marine, M.D., and Southside Medical  
Center, Inc.*

Two Securities Centre  
3500 Piedmont Road, NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

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Transaction ID: 49982904

Date: Mar 07 2013 04:55PM

Cicely Barber, Clerk

Civil Division

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

CIVIL ACTION NO.:

13EV016531F

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
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ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
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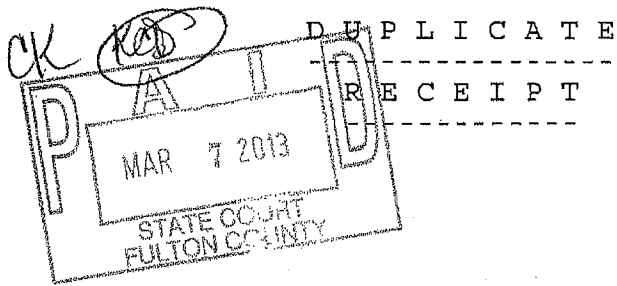
Defendants. )

**CERTIFICATION OF PAYMENT OF COSTS ASSOCIATED WITH THE  
OPENING OF DEFAULT**

This will certify that NEALE P. FREEMAN, M.D. , Defendant in the above-styled civil action, pursuant to O.C.G.A. § 9-11-55, has paid court costs in connection with the above-captioned case in the amount of \$362.50, and that said payment is payment of costs in full being hereby acknowledged on this 7 day of March, 2013.

  
Fulton State Court Clerk

Page: 1



ACS Banner for Fulton County

Receipt Number: TCJT1321742

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Cashier: JESSICA MCTURE

Payor: CRAIG A BROOKES

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ATLANTA, GA 30305

Violation/Docket	Description	Amount
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**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next  
Best friend of CATHERINE ROBERTSON,  
a minor, and DEMARCUS JACKSON, a  
minor,

Plaintiff,

NEALE P. FREEMAN, M.D.  
CHRISTOPHER D. MARINE, M.D.;  
CHARLES MATUZA, PA;  
SOUTHSIDE MEDICAL CENTER, INC.;  
TENET HEALTHSYSTEM, GB, INC. d/b/a  
ATLANTA MEDICAL CENTER; and  
PEDIATRIX MEDICAL GROUP OF  
GEORGIA, P.C.; JOHN DOES NOs. 1-5;  
And XYZ CORPORATIONS NOs. 1-5;

Defendants.

CIVIL ACTION NO.:  
13EV016531F

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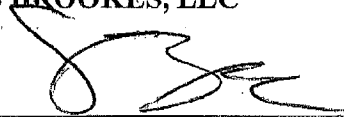
Jay D. Lukowaki  
Ronald I. Kaplan  
Kaplan & Lukowski, LLP  
333 Sandy Springs Circle, Suite 200  
Atlanta, Georgia 30328

**{Signature on Following Page.}**

This 7<sup>th</sup> day of March, 2013.

Respectfully submitted,

**HANKS BROOKES, LLC**



CRAIG A. BROOKES

Georgia State Bar No. 084476

*Attorney for Defendants*

*Neale P. Freeman, M.D., Christopher D.  
Marine, M.D., and Southside Medical  
Center, Inc.*

Two Securities Centre  
3500 Piedmont Road, NE  
Suite 320  
Atlanta, Georgia 30305  
404-892-1991 (P)  
404-892-8180 (F)

State Court of Fulton County

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Transaction ID: 52695874

Date: Jun 10 2013 03:37PM

Cicely Barber, Clerk

Civil Division

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

vs. )

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
TENET HEALTHSYSTEM, GB, INC. d/b/a )  
ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

CIVIL ACTION NO.:

13EV016531F

**CONSENT MOTION TO STAY DISCOVERY PENDING  
REVIEW BY FEDERAL GOVERNMENT, AND POSSIBLE REMOVAL UNDER  
THE FEDERAL TORT CLAIMS ACT**

COME NOW, Plaintiff and Defendants above-named, and pursuant to O.C.G.A. § 9-11-26 (B) AND (D), hereby jointly move to stay discovery (except for non-party discovery of medical records and documents) in this case until such time that the United States government, by and through the U.S. Attorneys' Office and U.S. Department of Health and Human Services, has determined whether this case is subject to The Federal Torts Claims Act (hereinafter "FTCA") 28 U.S.C. §§ 1346(b), 2401(b), 2672-80, due to certain defendants potentially being federally funded under The Federally Supported Health Centers Assistance Act of 1992 (hereinafter "FSHCAA"), as amended, 42 U.S.C. § 233(g)-(n). If in fact, any of the medical doctors named as defendants in this case were qualified and federally funded under FSHCAA, then exclusive jurisdiction lies in federal court and this some or all of this case will be removed to federal court pursuant to 42

USCS § 233 (civil actions against officers or employees); 28 USCS §§ 2401 (time for commencing action), 2674 (U.S. liability), 2675 (pre-suit disposition by federal agency), 2679 (exclusive remedy), 1346 (U.S. as defendant), 1441 (removal of civil actions). The parties show the Court as follows:

1.

Plaintiff filed this action on January 15, 2013. Thereafter, all defendants were served with summons and process, along with interrogatories, request for documents and other discovery requests.

The last Answer was filed by Defendant Christopher Marine, MD on March 7, 2013. Therefore, the 6 month discovery period will expire on or about September 7, 2013.

2.

On or about March 1, 2013, Plaintiff was contacted by defense counsel for defendants Neale P. Freeman, MD ("Freeman"), Christopher D. Marine, MD ("Marine"), and Southside Medical Center, Inc. ("Southside Medical") and was informed that Southside Medical Center, Inc. was federally funded, and thus, its employees, Freeman and Marine, may be deemed to be federal employees for purposes of medical malpractice coverage under the Federal Tort Claims Act ("FTCA").

3.

Presently, the U.S. Department of Health and Human Services ("U.S.") continues the process of confirming whether or not Defendant Freeman and Defendant Marine will be "qualified" Federal employees. If they are deemed federal employees, part or all of this case will be removed to federal court, under federal and/or pendent jurisdiction.

4.

While the review is being conducted by the federal government, plaintiff has been notified that she is prohibited from engaging in any discovery, pursuant to 28 USCS § 1346, 1441. In fact, defendants Freeman, Marine and Southside Medical have not responded to any written discovery served, as to do so is also prohibited by this federal law. Plaintiff was initially told that this process of verifying whether or not this case will be subject to the FTCA may not take very long, but it is uncertain exactly how long it will take.

5.

As the discovery period is dwindling, the parties are concerned about preserving their respective rights to engage in discovery. Accordingly, the parties now seek an Order from the Court formally staying discovery pending completion by the federal government of its review, and a determination of whether this case will have to be removed to federal court or not. However, the parties jointly agree to allow discovery of medical records and documents in the possession, custody or control of non-parties, pursuant to OCGA § 9-11-34, as an exception to, and during the pendency of this stay. In that regard, the Plaintiffs reserve their right to object to the production of any documents by a non-party that may be the subject of any such request.

Based upon the foregoing authorities, and for the reasons cited hereinabove, the parties respectfully request that the discovery period be stayed, except as to non-party discovery of medical records and documents, until such time that the U.S. has determined whether it has jurisdiction over this case.

This 3rd day of June, 2013.

CONSENTED TO BY:

/s/ Edward D. Flynn, III

Edward D. "Ned" Flynn III  
Georgia Bar No. 266536  
Jay D. Lukowski, Esq.  
Georgia Bar No. 460799  
Ronald I. Kaplan, Esq.  
Georgia Bar No. 407307

**Counsel for Plaintiff**

Edward D. Flynn, III, Esq.  
800 Johnson Ferry Road, N.E.  
Atlanta, GA 30342  
Phone: 404-497-8015  
Fax: 404-845-0888  
Email: [nedf@lawfg.com](mailto:nedf@lawfg.com)

Jay D. Lukowski, Esq.  
Ronald I. Kaplan, Esq.  
Flynn and Gottlieb, PA

Kaplan & Lukowski LLP  
333 Sandy Springs Circle, Suite 200  
Atlanta, GA 30328  
Phone: 404-845-0012  
Fax: 404-845-0028  
Email: [jdl@kaplanlegal.com](mailto:jdl@kaplanlegal.com)  
Email: [rik@kaplanlegal.com](mailto:rik@kaplanlegal.com)

/s/ T. Andrew Graham (by Edward Flynn  
w/express permission)

Jerald R. Hanks, Esq.  
Georgia Bar No. 323470  
Craig A. Brookes, Esq.  
Georgia Bar No. 084476

**Counsel for Christopher D. Marine, MD,  
Neale P. Freeman, MD, and Southside  
Medical Center, Inc.**

Craig A. Brookes, Esq.  
Jerald R. Hanks, Esq.  
Hanks Brookes, LLC  
Two Securities Centre  
3500 Piedmont Road, NE, Suite 320  
Atlanta, GA 30305  
Phone: 404-892-1991  
Fax: 404-892-8180  
Email: [jrhanks@hanksbrookes.com](mailto:jrhanks@hanksbrookes.com)

/s/ T. Andrew Graham (by Edward Flynn  
w/express permission)

T. Andrew Graham, Esq.  
Georgia Bar No. 304777  
John E. Hall, Jr., Esq.  
Georgia Bar No. 319090

**Counsel for Charles Matuza, PA and  
Pediatrix Medical Group of Georgia, PC**

John E. Hall, Jr., Esq.  
T. Andrew Graham, Esq.  
Hall Booth Smith, PC  
191 Peachtree Street NE, Suite 2900  
Atlanta, GA 30303-1775  
Phone: 404-954-5017  
Fax: 404-954-5020  
Email: [DGraham@hallboothsmith.com](mailto:DGraham@hallboothsmith.com)

/s/ Moses Kim (by Edward Flynn w/express  
permission)

Kevin P. Race, Esq.  
Georgia Bar No. 591590  
Moses Kim, Esq.  
Georgia Bar No. 335581

**Counsel for Defendant Tenet  
HealthSystem GB, Inc., d/b/a Atlanta  
Medical Center**

Kevin P. Race, Esq.  
Moses Kim, Esq.  
INSLEY & RACE, LLC  
The Mayfair Royal

181 14th Street N.E., Suite 200  
Atlanta, GA 30309  
Phone: 404-876-9818  
Fax: 404-876-9817

Email: [krace@insleyrace.com](mailto:krace@insleyrace.com)  
Email: [mkim@insleyrace.com](mailto:mkim@insleyrace.com)

\*\*\*EFILED\*\*\*

File &amp; ServeXpress

Transaction ID: 52695874

Date: Jun 10 2013 03:37PM

Cicely Barber, Clerk

Civil Division

IN THE STATE COURT FULTON COUNTY  
STATE OF GEORGIA

ZAREADAE V. ROBERTSON, as the next )  
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 a minor, and DEMARCUS JACKSON, a )  
 minor, )

Plaintiffs, )

vs. )

NEALE P. FREEMAN, MD; )  
 CHRISTOPHER D. MARINE, MD; )  
 CHARLES MATUZA, PA; )  
 SOUTHSIDE MEDICAL CENTER, INC; )  
 TENET HEALTHSYSTEM GB, INC., d/b/a )  
 ATLANTA MEDICAL CENTER; )  
 PEDIATRIX MEDICAL GROUP OF GEORGIA,) )  
 PC; JOHN DOES NOS 1-5; )  
 and XYZ CORPORATIONS NOS 1-5., )

Defendants. )

CIVIL ACTION FILE  
 NO. 13EV016531-F

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that I have this day served a copy of  
 the following discovery pleadings:

- 1) Consent Motion to Stay Discovery Pending Review by Federal  
 Government, and possible Removal Under the Federal Tort  
 Claims Act; and,
- 2) Certificate of Service, pertaining thereto.

Upon counsel for the Defendants in this matter by  
 depositing same in the United States Mail with adequate postage  
 thereon addressed as follows:

**Counsel for Tenet Healthsystem GB, Inc.**  
**d/b/a Atlanta Medical Center**  
 Insley & Race, LLC  
 Kevin Race  
 Moses Kim

The Mayfair Royal  
181 14th Street, N.E., Suite 200  
Atlanta, GA 30309

**Counsel for Charles Matuza, P.A.**

Hall Booth Smith, PC  
John E. Hall, Jr.  
T. Andrew Graham  
191 Peachtree Street NE, Suite 2900  
Atlanta, GA 30303-1775

**Counsel for Neale P. Freeman, M.D.,  
Christopher D. Marine, M.D. and Southside  
Medical Center, Inc.**

Hanks Brookes, LLC  
Jerald R. Hanks  
Two Securities Centre,  
3500 Piedmont Road N.E.  
Suite 320  
Atlanta, GA 30305

This 10th day of June, 2013.

/s/ Edward (Ned) Flynn, III

Edward (Ned) Flynn, III  
State Bar No. 266536  
Flynn and Gottlieb, PA  
800 Johnson Ferry Road  
Atlanta, Georgia 30342  
404-497-8015  
nedf@lawFG.com

Jay D. Lukowski  
State Bar No. 460799  
Ronald I. Kaplan  
State Bar No. 407307  
Kaplan & Lukowski LLP  
333 Sandy Springs Circle  
Suite 200  
Atlanta, Georgia 30328  
404-845-0012  
idl@kaplanlegal.com  
rik@kaplanlegal.com

*Attorneys for Plaintiff*

\*\*\***EFILED**\*\*\*

File &amp; ServeXpress

Transaction ID: 52696534

Date: Jun 10 2013 03:42PM

Cicely Barber, Clerk

Civil Division

**GRANTED**

I

*Susan B. Forsling*

ZAREADAE V. ROBERTSON, as the next  
Best friend of CATHERINE ROBERTSON,  
a minor, and DEMARCUS JACKSON, a  
minor,

Plaintiff,

vs.

NEALE P. FREEMAN, M.D.  
CHRISTOPHER D. MARINE, M.D.;  
CHARLES MATUZA, PA;  
SOUTHSIDE MEDICAL CENTER, INC.;  
TENET HEALTHSYSTEM, GB, INC. d/b/a  
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PEDIATRIX MEDICAL GROUP OF  
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And XYZ CORPORATIONS NOs. 1-5;

Defendants.

CIVIL ACTION NO.:

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**CONSENT MOTION TO STAY DISCOVERY PENDING  
REVIEW BY FEDERAL GOVERNMENT, AND POSSIBLE REMOVAL UNDER  
THE FEDERAL TORT CLAIMS ACT**

COME NOW, Plaintiff and Defendants above-named, and pursuant to O.C.G.A. § 9-11-26 (B) AND (D), hereby jointly move to stay discovery (except for non-party discovery of medical records and documents) in this case until such time that the United States government, by and through the U.S. Attorneys' Office and U.S. Department of Health and Human Services, has determined whether this case is subject to The Federal Torts Claims Act (hereinafter "FTCA") 28 U.S.C. §§ 1346(b), 2401(b), 2672-80, due to certain defendants potentially being federally funded under The Federally Supported Health Centers Assistance Act of 1992 (hereinafter "FSHCAA), as amended, 42 U.S.C. § 233(g)-(n). If in fact, any of the medical doctors named as defendants in this case were qualified and federally funded under FSHCAA, then exclusive jurisdiction lies in federal court and this some or all of this case will be removed to federal court pursuant to 42

USCS § 233 (civil actions against officers or employees); 28 USCS §§ 2401 (time for commencing action), 2674 (U.S. liability), 2675 (pre-suit disposition by federal agency), 2679 (exclusive remedy), 1346 (U.S. as defendant), 1441 (removal of civil actions). The parties show the Court as follows:

1.

Plaintiff filed this action on January 15, 2013. Thereafter, all defendants were served with summons and process, along with interrogatories, request for documents and other discovery requests.

The last Answer was filed was by Defendant Christopher Marine, MD on March 7, 2013. Therefore, the 6 month discovery period will expire on or about September 7, 2013.

2.

On or about March 1, 2013, Plaintiff was contacted by defense counsel for defendants Neale P. Freeman, MD ("Freeman"), Christopher D. Marine, MD ("Marine"), and Southside Medical Center, Inc. ("Southside Medical") and was informed that Southside Medical Center, Inc. was federally funded, and thus, its employees, Freeman and Marine, may be deemed to be federal employees for purposes of medical malpractice coverage under the Federal Tort Claims Act ("FTCA").

3.

Presently, the U.S. Department of Health and Human Services ("U.S.") continues the process of confirming whether or not Defendant Freeman and Defendant Marine will be "qualified" Federal employees. If they are deemed federal employees, part or all of this case will be removed to federal court, under federal and/or pendent jurisdiction.

4.

While the review is being conducted by the federal government, plaintiff has been notified that she is prohibited from engaging in any discovery, pursuant to 28 USCS § 1346, 1441. In fact, defendants Freeman, Marine and Southside Medical have not responded to any written discovery served, as to do so is also prohibited by this federal law. Plaintiff was initially told that this process of verifying whether or not this case will be subject to the FTCA may not take very long, but it is uncertain exactly how long it will take.

5.

As the discovery period is dwindling, the parties are concerned about preserving their respective rights to engage in discovery. Accordingly, the parties now seek an Order from the Court formally staying discovery pending completion by the federal government of its review, and a determination of whether this case will have to be removed to federal court or not. However, the parties jointly agree to allow discovery of medical records and documents in the possession, custody or control of non-parties, pursuant to OCGA § 9-11-34, as an exception to, and during the pendency of this stay. In that regard, the Plaintiffs reserve their right to object to the production of any documents by a non-party that may be the subject of any such request.

Based upon the foregoing authorities, and for the reasons cited hereinabove, the parties respectfully request that the discovery period be stayed, except as to non-party discovery of medical records and documents, until such time that the U.S. has determined whether it has jurisdiction over this case.

This 3rd day of June, 2013.

CONSENTED TO BY:

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IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA

ZAREADAE V. ROBERTSON, as the next )  
Best friend of CATHERINE ROBERTSON, )  
a minor, and DEMARCUS JACKSON, a )  
minor, )

Plaintiff, )

v. )

NEALE P. FREEMAN, M.D. )  
CHRISTOPHER D. MARINE, M.D.; )  
CHARLES MATUZA, PA; )  
SOUTHSIDE MEDICAL CENTER, INC.; )  
TENET HEALTHSYSTEM, GB, INC. d/b/a )  
ATLANTA MEDICAL CENTER; and )  
PEDIATRIX MEDICAL GROUP OF )  
GEORGIA, P.C.; JOHN DOES NOs. 1-5; )  
And XYZ CORPORATIONS NOs. 1-5; )

Defendants. )

CIVIL ACTION NO.:  
13EV016531F

DECLARATION OF CHRISTOPHER MARINE, M.D.

1. I, Christopher Marine, M.D., am a obstetrician/gynecologist licensed to practice medicine in the State of Georgia.
2. I was employed by Southside Medical Center, Inc. from on or about September 1992 to November 2001 and then again from September 2002 to February 2013.



3. I have not billed privately for medical care or services rendered to Catherine Robertson or Demarcus Jackson.
4. I have not received monetary compensation for the services provided to Catherine Robertson or Demarcus Jackson from any third party payers, including Medicaid, or another other source, other than the regular compensation I received from Southside Medical Center, Inc.
5. On or about February 22, 2011, the time period giving rise to the allegations in the above-styled complaint, I was not employed by any other public health center and/or private medical facility other than Southside Medical Center, Inc.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the forgoing is true and correct to the best of my knowledge.

This 1 day of August, 2013.

  
CHRISTOPHER MARINE, M.D.